

REMARKS/ARGUMENTS

Favorable reconsideration of this application as presently amended and in light of the following discussion is respectfully requested.

Claims 1, 3-15 are pending, Claim 2 having previously been canceled and Claims 1, 3-9, 12 and 13 having been amended by way of the present amendment.

In the outstanding Office Action the Specification was objected to; Claims 1, 3, 7-10 and 12-15 were rejected as being anticipated by Chebrolu (U.S. Patent No. 6,754,714); and Claims 4-6 and 11 were rejected as being unpatentable over Chebrolu in view of Chang et al. (U.S. Patent No. 6,240,453).

In reply, the specification has been amended as requested. With regard to the rejection of Claim 9, it is believed that the Office Action was intending to refer to Claim 8. Consequently, Claim 8 has been amended to address the informality.

Amended Claim 1 is directed to a centralized method for resolving resource conflicts occurring when shareable resources which are at least partially allocated by at least one resource-using client are requested by a resource-demanding client. To resolve resource conflicts, a negotiation process is performed with the resource-using client and resource-demanding client about future rights of allocating and requested shareable resources. The negotiation process is based on a process of tracking and/or storing relationship information between the shareable resources allocated by the resource-using client and client operations of the resource-using client using the allocated shareable resources. The relationship information specifies which client operations have to be terminated in order to de-allocate a particular amount of shareable resources requested by the resource-demanding client. It is this last feature that has been added to Claims 1 and 12 (see page 7, generally, for support).

The basis of the rejection in the Office Action is that Chebrolu discloses all the features of Claim 1. Applicants respectfully traverse this rejection. Chebrolu does not

describe how to allocate communication channels in response to a resource request of a resource-demanding client. Moreover, Chebrolu does not disclose basing the allocation process upon relationship information specifying the amount of resources of a particular communication channel is needed by a particular client operation using the communication channel. Therefore, the limitation with this allocation method is that only a communication channel as a whole can be allocated for a particular resource-demanding client, and not just a part thereof.

Consequently, resources are wasted if the client operation of a resource-demanding client only needs a small part of a communication channel. In contrast, the method according to Claim 1 would enable the allocation of an arbitrary amount of resources. Consequently, no resources would be wasted. Furthermore, due to the relationship information, the most reasonable way for de-allocating resources can be determined. It may, for example, be more reasonable to terminate one single client operation needing a particular (e.g. large) amount of resources than terminating free client operations which together need the same amount of resources. This is because in the one case only one client operation would have to be terminated, whereas in the other case free client operations would have to be terminated. If, on the other hand, only a small amount of resources have to be de-allocated, the relationship information enables the determination of whether it is sufficient to terminate one of the “smaller-client operations”. Consequently, it is respectfully submitted that the relationship information enables allocation/de-allocation on a fine granularity, as compared to the more crude allocation method described in Chebrolu. This feature has been emphasized in amended independent Claims 1 and 12, by specifying that client operations that have to be terminated in order to de-allocate a particular amount of shareable resources requested by the resource-demanding client.

Consequently, in view of the present amendment to amended Claim 1, it is respectfully submitted that amended Claim 1 patentably defines over Chebrolu. Although of differing scope and/or statutory class, it is respectfully submitted that Claims 3, 7-10 and 12-15, as amended, also patentably define over Chebrolu.

With regard to Claims 4-6 and 11, these claims are rejected over the combination Chebrolu in view of Chang. Chang is asserted for its disclosure of a communication resource management system where the resource-using client is asked to terminate/release its unused allocated resources. Assuming *arguendo* that Chang does disclose this feature, it is respectfully submitted that neither Chebrolu nor Chang teach the feature added to independent Claims 1 and 12, namely that the relationship information specifies which client information has to be terminated in order to de-allocate a particular amount of shareable resources requested by the resource-demanding client. Consequently, it is respectfully submitted that no matter how Chebrolu in view of Chang are combined, the combination neither teaches nor suggests all of the features of Claims 4-6 and 11.


Consequently, in view of the present amendment and in light of the foregoing comments, it is respectfully submitted that the invention defined by Claims 1 and 3-15, as amended, patentably define over the asserted prior art. The present application is therefore believed to be in condition for formal allowance and an early and favorable reconsideration of this application is therefore requested.

Respectfully submitted,
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